

BellSouth Telecommunications, Inc.
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Nashville, TN 37201-3300

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Joelle J. Phillips
Attorney

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Fax 615 214 7406

September 10, 2001

VIA HAND DELIVERY

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: *Petition of MCI WorldCom to Enforce Interconnection Agreement with BellSouth*
Docket No. 99-00662

Dear Mr. Waddell:

Enclosed for filing please find the original affidavit of Richard McIntire. On Friday, September 7th, BellSouth filed a faxed copy of the affidavit.

As stated in the affidavit and in BellSouth's letter dated September 7, 2001, BellSouth recognizes that an error was made concerning the August payment letter, and BellSouth acted as quickly as possible on Friday to correct that error. Having addressed that error first, BellSouth now wishes to clarify certain issues that were raised by MCI's reply and supporting affidavit.

First, MCI's discussion of the payment letters creates an incorrect perception. As MCI knows, two of the three payment letters attached reference withholdings that were paid on July 16, 2001. Notwithstanding its knowledge to the contrary, MCI states in its reply that BellSouth "continues to withhold payment." MCI knows better. With respect to the third letter, which mistakenly referenced withholding for ISP-bound traffic, that payment letter references a period for which the FCC Order on Remand governs. While BellSouth readily admits that it made an error with respect to the payment letter, BellSouth respectfully urges that MCI has taken these payment letters out of context to paint an inaccurate picture of the situation.

As BellSouth has stated in its response to MCI's Motion for Sanctions, the parties are engaged in a billing dispute concerning issues not determined by the order in the above-referenced docket. MCI's efforts to cast that dispute as a failure to comply with the order are unfounded. To underscore the fact that this dispute turns on facts beyond the scope of the prior order, MCI has complained that BellSouth responded with an "unsworn" reply to its motion. That "unsworn" reply consisted of letters exchanged between the parties. MCI has not suggested that the letters submitted were not true and correct copies. Yet, by arguing the need for sworn

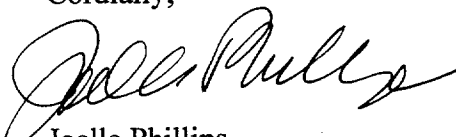
Mr. David Waddell, Executive Secretary
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responses, MCI has tacitly conceded BellSouth's point: that this is a dispute arising out of facts and circumstances beyond the scope of the order.

With respect to the "true-up" issue discussed in MCI's reply, BellSouth continues to be perplexed by MCI's insistence that it is entitled to rates other than current TRA-ordered rates and MCI's refusal to respond to BellSouth's request for an amendment. MCI relies on the true-up provision in Section 3 of Part A of the Interconnection Agreement to urge that BellSouth can only apply the current rates using the true-up provision at such time as MCI decided it is willing to amend the Agreement. That provision, however, does not alter the fact that Section 2.2.1 of Attachment IV to the Agreement states that "[t]he Parties shall bill each other reciprocal compensation at the rates set forth for Local Interconnection in this Agreement *and the Order of the TRA.*" (emphasis added). Accordingly, the terms of this Agreement expressly provide that the TRA-ordered rates shall apply, without reference to the "true-up" provision. While MCI, by footnote, references the .004 rate, MCI fails to reference that the rate changed in December of 2000, after the testimony in this docket was submitted. While the rate is referenced in that order, the order says nothing to suggest that it supercedes the TRA-ordered UNE rates.

BellSouth remains willing to work with MCI to resolve this billing dispute or to address the disputes in a TRA proceeding. As demonstrated by its response, however, BellSouth must respectfully disagree with MCI's self-serving characterization of this dispute and its over reaching interpretation of the order.

Cordially,



Joelle Phillips

JP/jej

Enclosure

cc: Henry Walker, Esquire

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee**

**In Re: *Petition of MCI WorldCom to Enforce Interconnection Agreement with
BellSouth***

Docket No. 99-00662

AFFIDAVIT

I, RICHARD McINTIRE, being first duly sworn, depose on oath and say:

1. My name is Richard McIntire and I am employed by BellSouth Telecommunications, Inc. ("BellSouth"), and my job title is Operations Director - LISC. I have held this position for approximately 3½ years. In the course of my work, I am responsible for overseeing certain aspects of the payment of bills to MCI WorldCom for reciprocal compensation.

2. I have reviewed the attachments to the Affidavit of Mr. Aronson, which was submitted with the Reply Of MCI WorldCom In Support of Motion For Sanctions. The documents attached to the Aronson Affidavit are forms used by BellSouth to provide information along with payments ("payment letters"). The documents attached are true and correct copies of the payment letters provided to MCI WorldCom on or about the dates indicated. The payment letters dated June 22, 2001 and July 11, 2001 indicate, in the Comments section, that BellSouth was withholding and disputing certain charges, in part on the basis of ISP usage. With respect to the period of time covered by the June and July payment letters, BellSouth has paid the portion it was withholding for those months and that payment was included in the \$2.9 million payment made on July 16, 2001. As to

the payment letter dated June 22, 2001, BellSouth has already paid \$51,957 plus \$1,039 in late payment charges. As to the payment letter dated July 11, 2001, BellSouth has already paid \$52,213 plus \$522 in late payment charges.

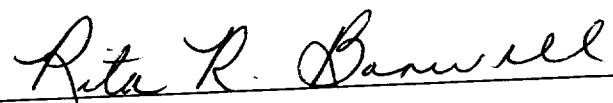
3. The payment letter dated August 15, 2001, also references withholding for ISP usage. Although management has clearly instructed that payments to MCI WorldCom must be made without withholding amounts for ISP-bound traffic, this withholding was made in error. I was made aware of this error today, Friday, September 7, 2001, when counsel provided me with a copy of the filing.

4. I have today taken steps to correct the erroneous withholding reflected in the payment letter dated August 15, 2001 by causing the amount of \$52,660.86 to be transferred by electronic transfer today to MCI WorldCom as well as a late payment charge of \$526.61 as indicated by the attached document.

FURTHER AFFIANT SAITH NOT.


RICHARD McINTIRE

Sworn to and subscribed before me, this 7th day of September, 2001.


Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 28, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

S T A R V O U C H E R P R I N T

Business Unit: BST
 Voucher ID: 10007799
 Related Voucher ID:

Last Updated By: MURPHY, CARLA
 YDZNCCM (205) 714-0255
 Last Update Date: 09/07/01

Origin: ONL
 Voucher Entry Status: Postable
 Voucher Post Action:
 Voucher Post Status: Unposted
 Payment Terms: 00
 Disc Pct: 0.00%
 Net Days: 000
 Disc Days: 000

ACH

Supplier ID: 000264810C MCI METRO

Supplier Loc: 1
 PO BOX 844121

DALLAS
 USA
 ,TX 752844121

Invoice ID: DTN0468M00-01191
 Invoice Date: 07/10/01
 Entered Date: 09/07/01
 Entered By: MURPHY, CARLA
 Invoice Amt: \$53,187.47
 Sales Tax: \$0.00
 Freight Amt: \$0.00
 Contract Nbr:
 BST File Nbr: 00000000

YDZNCCM

Certifier: MURPHY, CARLA
 SERVICE REP
 Approver: MCINTIRE, JOSEPH R
 MANAGER
 YDZNCCM
 (205) 714-0255
 YXWLQJN

Business Rsn: Payment of usage local interconnection charge to clec.



BellSouth Interconnection Services

600 N. 19th Street Room 7D3, Birmingham, AL 35203

Please Apply BellSouth Payments as Follows

PROVIDER'S NAME: MCI METRO WORLD COM

Date: Sep 7, 2001

* BellSouth reserves the right to dispute at a later date

ACH TO BE RECEIVED ON OR AROUND: 08/08/01 & 09/08/01

INVOICE DATE: 7/10/01

VOUCHER ID: 09881200/10007799

LOCATION (CITY/STATE): TN

CHECK #:

PROVIDER'S ACCOUNT#:

901 DTN-0468 M00

BST'S QUEST ACCOUNT #: TN-USG-901DTN-0468M00-0299

PROVIDER'S INVOICE #:

DTN0468M00-01191

BST'S QUEST INVOICE DATE: 7/01

TOTAL AMOUNT INVOICED	DEBIT/CREDIT ADJUSTMENT APPLIED TO CURRENT INVOICE	TOTAL AMOUNT OF PAYMENT*	AMOUNT DISPUTED BY CHARGE TYPE	CHARGE TYPE	INVOICE REMAINING BAL AFTER PAYMENT / DISPUTE APPLIED	COMMENTS
\$429,826.54						
		\$58,937.42	\$370,889.12	Usage		INCORRECT LOCAL RATE/INCORRECT PLU APPLIED. ADDITIONAL PAYMENT \$52,660.86.
				Recurring		
				Non-recurring		
		\$526.61		Late Payment Charge		
				Other		
	\$429,826.54	\$59,464.03	\$370,889.12		-\$526.61	

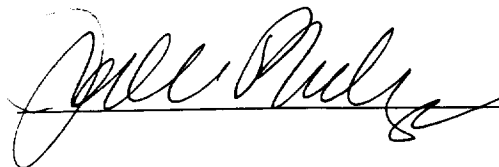
For questions call: Carla Murphy (205) 714-0025 Ext 6-2144

CERTIFICATE OF SERVICE

I hereby certify that on September 10, 2001, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☐ Hand
- ☒ Mail
- ☒ Facsimile
- ☐ Overnight

Henry Walker, Esquire
Boult, Cummings, et al.
414 Union Ave., #1600
P. O. Box 198062
Nashville, TN 39219-8062

A handwritten signature in dark ink, appearing to read "Bill Puleo", is written over a horizontal line.